



**REQUEST FOR PROPOSAL
Notice to Prospective Proposers**

August 15, 2006

You are invited to review and respond to this Request for Proposal (RFP), entitled Kit for New Parents, CCFC 7024. In submitting your proposal, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.dgs.ca.gov/contracts. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the First 5 California Children and Families Commission (CCFC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Marc Brandon
California Children and Families Commission
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-2555 phone
(916) 327-8493 fax

There will be a Pre-proposal Conference held on August 29, 2006. Attendance at the Conference will be mandatory for those who want to submit a proposal, and attendees must confirm their intent to participate in the pre-proposal conference in advance by calling Marc Brandon at (916) 323-2555 by August 21st.

This RFP and any future related information can be viewed and downloaded at Internet site www.ccfc.ca.gov.

Please note that no *verbal* information provided will be binding upon the State unless such information is issued in writing as an official addendum.

Kris Perry
Executive Director
First 5 California Children and Families Commission

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I. Purpose and Description of Services

A. Purpose

The First 5 California Children and Families Commission (CCFC) oversees the First 5 California program. In November 2001 First 5 California launched a free Kit for New Parents with 58 County Commissions as partners. The Kit for New Parents is a box of resource materials geared toward new and expecting parents that contains basic information on parenting skills, the importance of early childhood development, and key resources available to families of young children. The current components of the Kit include the following (Exhibit 1 of the Sample Contract contains the specifications of each component):

- Two DVDs on parenting issues, in a wallet
- Spiral-bound booklet that complements the videos
- Baby board book
- Parents Guide
- VHS request postcard
- Soft-cover book titled "What To Do When Your Child Gets Sick"
- Flyer for Healthy Families program
- Flyer for Paid Family Leave program
- Pamphlet on oral health titled "Healthy teeth begin at birth"
- Pamphlet and refrigerator magnet with poison control information
- Pamphlet on activities that help prevent obesity in young children
- Box, which contains the above components

This proposal is for the production and/or procurement of all components in the Kit. It includes the order, assembly and shipping of Kits to individuals and to our partners for a period of three (3) years. Since its inception, the Kit has been available in English and Spanish versions. Additional versions are being developed in Mandarin, Cantonese, Vietnamese and Korean. All of these versions will be produced and disseminated in this agreement. The contractor will be provided with masters of the Kit components in each language, and the contractor will be responsible for producing and/or procuring Kit components in all designated languages.

Kits containing only the above items are referred to as "basic Kits" by County Commissions that partner with the CCFC in this project. Kits with added local materials provided by County Commissions are referred to as "custom Kits" and will vary in the additional items included. Currently, 21 counties include customized contents in their Kits. See the list of custom items in Exhibit 2 of the Sample Contract.

B. Background

In November 2001 the Kit for New Parents project was launched through a contract for procurement and fulfillment. Two different contractors have produced 1,800,000 Kits, with the majority being disseminated to county partners. The Commission has authorized funding for the Kit for another three years with a projected minimum of 350,000 Kits produced each year.

Each of the current components in the Kit was developed by a different organization. The DVDs were adapted from videos furnished by the Parents Action for Children Foundation, which then granted the original tapes to the CCFC. The Parents Guide, baby board book, and "What To Do When Your Child Gets Sick" are purchased from the holders of the copyrights. The other materials listed above were selected/developed by CCFC personnel and their contractors.

The Kits are distributed two different ways:

1. The First 5 Children and Families County Commissions in each of California's 58 counties are allocated a number of Kits (previously based on the county's annual birth rate). In turn, each County Commission establishes partnerships with local organizations for the "in person" dissemination of Kits. These partners could include, but are not limited to, delivery hospitals, prenatal clinics, OB/GYNs, WIC clinics, and home visiting programs. There are about 8,000 partners throughout the State. Approximately 2,000 of them are in Los Angeles County.
2. CCFC advertises the availability of Kits through paid and free media, including posters and post cards offered by physicians in their offices. Parents may call 800-KIDS-025 for one free English Kit or 800-50-NINOS for one free Spanish Kit. Only one Kit can be ordered using this 800 number, commonly called the "Hotline". Additional lines are currently being set up to accommodate Asian language calls.

C. Problem Statement

The First 5 California Children and Families Commission (CCFC) has developed the Kit for New Parents as a resource for distribution to California's new parents each year. An evaluation of the Kit indicated that parents find the Kit extremely useful. The goal is to continue to produce and distribute the Kit for New Parents to all families with young children. The current contract terminates in November 2006. This RFP is intended to provide continuing services for production/procurement, ordering, assembly, and shipping upon completion of that contract. On March 16, 2006, the CCFC voted unanimously to continue funding the Kit for New Parents for three additional years. In addition to new parents, the Kit is suitable for caregivers of children from birth to five, many of whom use the 800-number to order a Kit for themselves.

D. Scope of Work

The proposer agrees to produce and/or procure the components as listed in Exhibit 1 of the Sample Contract. The proposer agrees to take orders, assemble orders, and ship single and multiple orders for basic or custom Kits from individuals and organizations; maintain allocation and inventory records, provide inventory planning to prevent being out-of-stock on any item, and provide oral and written reports to CCFC personnel when requested. The proposer agrees to package up to five "Custom Kit" items for any county Commission who wants to customize its Kits.

In addition, the proposer agrees to alter Kit components upon direction from CCFC personnel in future years. A content review of the Kit components was completed in Fall 2004, resulting in the current combination of components. Kit evaluation is an ongoing process and as changes or updates are determined by CCFC staff, there may be recommendations to the CCFC for alterations or changes to the Kit contents, which could result in additional or different Kit components in the second or third years of the contract.

CCFC reserves the right not to initiate certain activities under this proposal and reserves the right not to contract for all items or all Kits identified in this RFP. Proposer agrees to meet with CCFC personnel upon their request.

1. Production and/or Procurement

All components of the Kit for New Parents (See Exhibit 1 of the Sample Contract) must be produced and/or procured by the proposer. All specifications as identified must be followed unless changes are pre-approved by CCFC personnel. For each year of the contract, CCFC anticipates the production of Kits broken into the approximate distribution below:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
English	200,000	200,000	200,000
Spanish	150,000	150,000	150,000
Korean	22,000	2,200	2,200
Vietnamese	35,000	3,500	3,500
Chinese	60,000	6,000	6,000

The bid price must apply, regardless of the volume actually ordered and produced.

Proposer must agree to:

- a. Monitor quality and consistency of production of basic Kit components, including review of all materials and proofs for correctness and agreement with order specifications.
- b. Oversee production, including delivery of proofs to appropriate CCFC personnel for review and final approval prior to production, plus coordinate and complete all corrections.
- c. Provide itemization of Author Alterations (AA's) that may increase costs (Change Order), in writing, to CCFC personnel.
- d. Coordinate press checks with CCFC or authorized agent.
- e. Maintain and archive an electronic copy of each item printed for CCFC, updating the electronic master each time there is a revision to the item. Obtain written authorization for release of CCFC originals to any other requesting agency/office.
- f. Provide warehouse space for a sufficient supply of Kits/components to meet demand and the shipping requirements under the contract.
- g. Print or procure DVD or VHS sleeves in all languages approved by the CCFC.
- h. Relinquish to CCFC, upon request, all camera-ready masters, negatives, original artwork, print ready art or copy, electronic copies, etc.
- i. Produce and/or procure components to assemble 50,000 Kits within the first 90 working days from the fully executed date of the agreement.
- j. Make modifications to components or materials, as authorized by CCFC personnel.

2. Ordering, Assembly, and Shipping:

Take orders on-line; provide for Kit assembly and shipping; provide inventory management and status reports; provide adequate space to assemble and store completed Kits, Kit components and related products until shipped.

Coordinate with CCFC 800 line contractor for individual orders; maintain a toll-free customer service line during normal business hours, 8 am to 5 pm Monday through Friday.

Proposer must agree to:

- a. Provide timely and accurate order, inventory, and shipping systems. Provide a computer-based system with at least the following functions: Kit component and final finished Kit product inventory control and planning, accounting functions that are pertinent to this contractual agreement, ordering and allocation management, and fulfillment management.

- b. Provide accurate, timely (weekly, monthly, or ad hoc) reports on any of the information in letter A. immediately above for use by CCFC.
- c. Work with CCFC personnel to determine adequate levels of inventory and on the format and information contained in all reports. Provide electronic access to all inventories and shipping system information to CCFC personnel and necessary subcontractors, if needed.
- d. Provide confirmation of custom Kit materials received and inventory for custom Kit materials to each County Commission on a monthly basis.
- e. Provide for assembly of appropriate Kit components in the Kit box in all languages approved by the CCFC, in both basic and custom forms. Assembly of Kit components consists of constructing box; inserting DVDs on parenting issues, spiral-bound booklet, baby book, Parent Guide, VHS request postcard, Healthy Families flyer, Paid Family Leave flyer, Healthy teeth begin at birth brochure, poison control brochure and magnet, the book "What To Do When Your Child Gets Sick", the pamphlet on activities that help prevent obesity in young children, and sealing the box.
- f. Provide an ordering system that uses password-protected on-line ordering capabilities. Send confirmation of accepted or amended orders. Provide an automated tickler that sends changes in order or shipping information to affected clients.
- g. Provide a secure, password-enabled Internet website to allow customers to rapidly access their customer account information, so that each customer can place an order on-line, and see up-to-date account information (in a real-time environment), including 1) allocation 2) orders received to date 3) pending orders 4) shipping dates for past orders, pending orders, and future orders for the remaining fiscal year 5) special shipping instructions. The website must utilize a compatible platform with the computer-based system addressed in letter A to allow for direct transfer of order information from the web-based ordering system to the computer-based order/fulfillment/distribution systems, with the intent of restricting the key data entry of order information to a single time for each Kit order transaction.
- h. Provide for sufficient number of staff to meet all requirements of the contract regardless of variable order and fulfillment requirements.
- i. Ship all orders within a maximum of three (3) working days of receipt of the order, using order receipt date to determine shipping sequence, unless other arrangements are made with CCFC personnel or the County Commission placing the order.
- j. Provide tracing and tracking for orders, using UPS, Federal Express and US Postal Service systems, including CASS (Coding Accuracy Support System) for address verification/correction.
- k. Coordinate and maintain a successful working relationship with the subcontractor hired to operate CCFC's 800 multi-lingual call center. Volume in calls range from 100 calls to over 35,000 calls per month. Call staff takes mailing information and language preference information to fulfill individual Kit orders, and transfers callers to other numbers where services offered by CCFC are provided. Successful proposer agrees to coordinate efforts with the call center subcontractor, including, receiving daily electronic reports of individual orders to fill; assisting in resolving calls from customers who report not receiving their order, using weekly tracking reports from the call center contractor regarding single-order customers.

II. Minimum Qualifications for Proposers

Proposer must demonstrate:

- A. At least three (3) years of successful experience in managing contracts with multi-million dollar budgets and similar scope of work, including management, procurement, fulfillment, distribution, printing and/or video production that requires the involvement of multiple partners, and organizations/agencies with relevant specialized expertise, often under tight timelines.
- B. Possession of sufficient and available funds to operate all project activities without restrictions, limitations, or conditions for at least 60 days of project expenditures.

In order to demonstrate the above minimum qualifications, the following will be required:

1. A description (maximum of three (3) pages) of a qualifying project, identifying the product, the budget and the scope of work as enumerated above in qualification A with identification of timelines and use of subcontractors or partners.
2. Copy of financial statements demonstrating adequate cash or proof of credit line in order to operate all project activities and make necessary payments before being reimbursed by the State for expenses incurred for 60 days of the contract.

III. Proposal Requirements and Information

A. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective proposers	August 15, 2006	
Written Question Submittal Deadline*	August 21, 2006	5 pm
Confirmation to Attend the Mandatory Pre- Proposal Conference Deadline**	August 21, 2006	5 pm
Mandatory Pre-proposal Conference***	August 29, 2006	10 am – 2 pm
Proposal Deadline (Received by CCFC)	October 12, 2006	4 pm
Proposal Evaluation Process	October 13-26, 2006	
Notice of Intent to Award	October 27, 2006	9 am
Last Day to Protest the Award	November 3, 2006	5 pm
Agreement Award	November 6, 2006	
Agreement Commencement (proposed)	February 28, 2007	
Termination of Agreement (proposed)	February 28, 2010	

*Note: To allow adequate time for preparation of responses to questions, it is highly recommended that questions be emailed ahead of time to Marc Brandon of CCFC at mbrandon@ccfc.ca.gov. Questions may also be submitted at the mandatory Pre-proposal

Conference. No questions will be accepted after the close of the Pre-proposal Conference. Written responses to questions will be posted on the CCFC website for review.

****Note:** So that CCFC will have adequate space and handouts for the mandatory Pre-proposal Conference, a "Confirmation to Attend the Mandatory Pre-proposal Conference" is required in order to participate. Please call Marc Brandon at (916) 323-2555 by August 18, 2006 to confirm your attendance at this conference.

*****Note:** Due to limited space it is recommended that organizations send only one representative to the mandatory Pre-proposal Conference.

Mandatory Pre-proposal Conference

A mandatory Pre-proposal Conference is scheduled for August 24, 2006 at 10:00 am – 2:00 pm at the office of the First 5 California Children and Families Commission, 501 J Street, Suite 100, Sacramento, CA for the purpose of discussing concerns regarding this RFP.

In the event a potential prime contractor is unable to attend the mandatory Pre-proposal Conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at this mandatory Pre-proposal Conference. No proposal will be accepted unless the proposer or his/her authorized representative was in attendance.

Reasonable Accommodations

For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-proposal conference. Please call Marc Brandon at (916) 323-2555 by August 21, 2006 to arrange for a reasonable accommodation.

B. Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. Address each of the numbered and lettered points under the Scope of Work, I. Production and/or Procurement and II. Ordering, Assembly, and Shipping. The work plan must describe in detail the tasks and activities to be undertaken in order to accomplish the purpose of the project and produce the required final products. The work plan must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel. Any unanticipated complications that have the potential for interrupting the delivery of services should be discussed, and solutions, alternatives, or contingency plans related to these complications should be proposed as appropriate.

1. Project Personnel

A management and staffing section must be included in the proposal to present a plan for the internal management of contract work that will ensure accomplishment of the tasks. The proposal must include in this section a staff organizational plan which lists all personnel who will be working on the project and their titles, the amount of time devoted to each task, lines of responsibility and approval authority and the name of the person to act as project director. The plan must make clear the relationship of each position to the work plan and should be illustrated with a staff organization chart. The proposal must identify the individuals proposed to fill professional positions and provide for each a résumé that is sufficiently detailed to allow an evaluation of the person's competency and expertise.

2. Facilities and Resources

Facilities arrangements must be disclosed in the work plan. Explain where the services will be provided and what type equipment is available to perform the services.

It is expected that the winning contractor will hire subcontractors to do some of the activities listed in the work plan. If subcontractors are used, a section must be included in the proposal that identifies the subcontractor(s) and their qualifications, and specifies the tasks to be performed by the subcontractor.

3. Samples

Examples of Previous Work must include one (1) sample each of procurement, fulfillment, and distribution effort.

C. Cost Detail Format and Requirements

1. Basic Kit

Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing the cost proposal. The cost proposal must include a Total Cost per basic Kit. A basic Kit weighs approximately four pounds.

The proposed work should be broken down into the outline in Work Plan and Work Schedule (see 4 above) for the purpose of this proposal. The total costs cannot exceed the actual awarded amount of the agreement. The State will only pay for actual work completed at the rate submitted in the "Cost Proposal."

The amount to be paid to the Contractor under the awarded Agreement includes all costs such as: direct labor and operating overhead; out of pocket expenses for travel and subsistence; subcontracting services; and all taxes, fees, bonds, and insurance. The Contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore.

2. Custom Kit

Submit the cost per Kit for inserting and shipping custom Kit components provided by County Commissions for assembly of custom Kits. Submit total cost to assemble 200,000 of the 350,000 Kits per year with up to five additional items, not to exceed two pounds in total weight, with three or more as literature components and up to two components as sample or gift items suitable for easy single step insertion into existing Kit box, for cost per custom Kit. Divide by 200,000 Kits to arrive at cost per Custom Kit.

3. Additional Items

Provide separate total costs for three (3) additional items (to be included in Kit during second and third years of contract, pending content review recommendations). The three items are:

- ✓ Another DVD-5
- ✓ Another pamphlet
- ✓ An infant toothbrush

Use the specifications provided in Exhibit 1 and Exhibit 1A for the additional items. Include the costs for procuring, storing, assembly, and shipping per unit.

D. Submission of Proposal

1. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.

2. The proposal package should be prepared in the least expensive method (no bindings or clasp binders).
3. All proposals must be submitted under **sealed** cover and received by the California Children and Families Commission by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Time Schedule, page 7. Proposals received after this date and time will not be considered.
4. A minimum of four (4) hard copies (one original and three copies), of the proposal must be submitted. Winning proposer will be required to provide an electronic copy of the entire proposal in Microsoft Excel and Word.
5. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
6. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP # 7024
Kit for New Parents Project Proposal
First 5 California Children and Families Commission
Attn: Marc Brandon
501 J Street, Suite 530
Sacramento, CA 95814

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

7. All proposals shall include the documents identified in Section E, Required Attachment Checklist (page 16). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
8. Mail or deliver proposals to the following address

U.S. Postal Service Deliveries and Hand Deliveries
(UPS, Express Mail, Federal Express, etc.)

First 5 California Children and Families Commission
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

9. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
10. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may

waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the Agreement.

11. Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
12. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
13. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
14. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with I) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
15. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
16. The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
17. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
18. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
19. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
20. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
21. No oral understanding or agreement shall be binding on either party.

E. Evaluation Process

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
3. Award, if made, will be to the highest scored responsible proposal.
4. Proposal Evaluation

Phase I

The proposals that meet the minimum qualifications will be evaluated and scored by an Evaluation Team selected by CCFC. Each proposal will be individually scored by the Evaluation Team members, and a consensus score developed for each criterion. A proposal must receive at least 60 points total including at least 24 points for 2a below and at least 21 points for 3a below. Points will be awarded as identified at the beginning of each question. (A responsive proposal is one that meets or exceeds the requirements stated in this RFP.)

Rating/Scoring Criterion

Maximum Possible Points

1. Understanding the Project (5 points)

---To what extent does the proposing firm understand the CCFC's problem or needs?

a. Degree of understanding of the purpose and scope of the project. (5 points)

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-2 Proposer meets some, but not all, RFP requirements in the assessed area.
- 3 Proposer meets all RFP requirements in the assessed area.
- 4-5 Proposer exceeds some or all RFP requirements in the assessed area.

2. Technical Quality of Work Plan (40 points)

---To what extent are systems and processes for production and procurement, ordering, fulfillment, distribution and inventory adequately explained?

---To what extent do the desired processes, outcomes, and deliverables appear to be feasible and achievable in a timely manner?

---Are proposed procedures and methods accomplished electronically to the extent feasible?

---To what extent does the proposer appear to be able to handle and resolve unanticipated complications and delays without interrupting the delivery of services?

- a. Efficiency and feasibility of Work Plan in response to the requirements in the RFP. (30 points)*
- b. Degree of awareness of any conceptual or methodological problems surrounding the project and soundness of the proposed ways to address these problems. (10 points)

***A minimum of 24 points in this segment must be achieved or the proposal will be disqualified.**

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-23 Proposer meets some but not all, RFP requirements in the assessed area.
- 24 Proposer meets all RFP requirements in the assessed area.
- 25-40 Proposer exceeds some or all RFP requirements in the assessed area.

3. Adequacy of Management and Staffing Plan (35 points)

---To what extent does the firm have the organization, management competency, facilities and equipment, personnel expertise and fiscal resources to perform the services being sought?

---To what extent are sufficient staff resources allocated, and will performance be monitored and measured to ensure that all services are successfully performed and reported to CCFC as requested?

---To what extent does the proposer appear to have the capacity to manage fiscal resources responsibly?

- a. Management plan and degree to which it ensures the efficient operation of the Project. (25 points)*
- b. Appropriateness of organizational plan and the extent to which it reflects adequate time commitment to each task and correlates proposed assignments with personnel expertise. (10 points)

***A minimum of 21 points in this segment must be achieved or the proposal will be disqualified.**

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-20 Proposer meets some, but not all, RFP requirements in the assessed area.
- 21 Proposer meets all RFP requirements in the assessed area.
- 22-35 Proposer exceeds some or all RFP requirements in the assessed area.

4. Experience and Expertise of Proposed Staff (10 points)

---To what extent do the professional qualifications of the personnel and subcontractors of the firm demonstrate the ability to succeed in accomplishing these services?

- a. Experience and expertise of proposed staff in the design and conduct of similar project services (10 points)

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-5 Proposer meets some, but not all, RFP requirements in the assessed area.
- 6 Proposer meets all RFP requirements in the assessed area.
- 7-10 Proposer exceeds some or all RFP requirements in the assessed area.

5. Previous Work and References (10 points)

---To what extent has the firm had successful experience performing work of a similar nature, size, and scope that appropriately qualifies the proposer to perform these services?

---To what extent do the references verify the competency of the proposer to accomplish a Project of this scope and nature?

- a. Quality of samples of previous work. (5 points)
- b. Strength of references concerning projects of a similar nature and scope. (5 points)

- 0 Proposer does not meet any RFP requirements in the assessed area.
- 1-5 Proposer meets some, but not all, RFP requirements in the assessed area.

- 6 Proposer meets all RFP requirements in the assessed area.
- 7-10 Proposer exceeds some or all RFP requirements in the assessed area.

Total possible points 100

Phase II

This phase consists of evaluating the cost proposals. All proposals that enter Phase II will have received 60 points or more and are considered fully capable of performing the required services.

The Kit for New Parents proposal with the lowest cost will be awarded 50 points. Remaining proposals will be awarded points according to the following formula:

$$\frac{\text{Lowest Price Bid}}{\text{This Price Bid}} \times 50 = \text{points awarded}$$

The points from Phase II will be added to the points from Phase I, and the contract will be awarded to the responsible bidder with the overall highest combined point total.

If no proposals are received containing bids offering a price, which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an Agreement (Public Contract Code 10344 (d) 10377 (d)).

F. Award and Protest

1. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the proposers will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.
2. Notice of the proposed award shall be posted in a public place in the office of California Children and Families Commission, 501 J Street, Suite 530, Sacramento, California and on the following Internet site: www.ccfc.ca.gov for five (5) working days prior to awarding the agreement.
3. If any proposer, prior to the award of agreement, files a protest with the California Children and Families Commission and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
4. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Children and Families Commission a detailed statement specifying the grounds for the protest.
5. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

6. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) which can be found on the Internet at www.dgs.ca.gov/contracts.

G. Disposition of Proposals

1. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

H. Agreement Execution and Performance

1. Performance shall start not later than ten (10) working days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.

IV. Preference Programs

The Standard Agreement language for the preference programs can be found at the Internet web sites listed below:

A. Small Business Preference

www.pd.dgs.ca.gov/smbus/sbcert.htm

B. Target Area Contract Preference Act (TACPA)

www.pd.dgs.ca.gov/edip/tacpa.htm

C. Local Agency Military Base Recovery Area (LAMBRA) Act

www.pd.dgs.ca.gov/edip/lambra.htm

D. Enterprise Zone Act (EZA)

www.pd.dgs.ca.gov/edip/eza.htm

V. Required Attachments

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "DVBE Resource Packet" under "Related Web Sites."

The DVBE package and the required submittal forms can be found at the Internet web site listed above.

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1: REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1). Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 6	Payee Data Record (STD 204) (if not on file currently)
_____ Attachment 7	Contractor Certification Clauses (CCC) CCC103. The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard + Language .
_____ Attachment 8	Target Area Contract Preference Act (TACPA)*
_____ Attachment 9	Enterprise Zone Act (EZA)*
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA) Act*

***If applicable**

ATTACHMENT 2: PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information, pages 7 through 16, nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> _____ </div> </div> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:</p>		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works Agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works Agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3: COST PROPOSAL WORKSHEET

Basic Kit

1. Production and Procurement

Identify costs for all components listed in Exhibit 1.

Total "Production and Procurement" Costs for all components to produce 350,000 Kits:

\$ _____ (A)

2. Ordering, Assembly, and Shipping

For all major activities, including ordering, Kit assembly, storage, shipping, and inventory, identify costs for 350,000 Kits.

Total Costs for "Ordering, Assembly, and Shipping".

\$ _____ (B)

Total Costs for "Production and Procurement" plus "Ordering, Assembly, and Shipping". (A + B)

\$ _____ (C)

Total cost for "Production and Procurement" plus "Ordering, Assembly, and Shipping" divided by 350,000 Kits = Cost per basic Kit (C÷350,000)

\$ _____ (D)

Custom Kit

Total costs to assemble and ship up to five additional items, (selected by the specific county involved), for approximately 200,000 Kits of the 350,000 Kits produced per year, with those additional items not to exceed two pounds in total weight, including three or more as literature components and up to two components as sample or gift items suitable for easy single step insertion into existing Kit box. Total costs divided by 200,000 Kits = Incremental additional cost per custom Kit (see Exhibit 2 for the types of items currently inserted):

\$ _____ (E)

Additional Items

Total costs for each of three additional items (to be included in the Kit during the second and third years of the contract). The items are:

One additional DVD-5 (Use specifications found in Exhibit 1)

\$ _____

One additional pamphlet (Use specifications found in Exhibit 1A for Activities pamphlet)

\$ _____

One infant toothbrush (Use specifications found in Exhibit 1A)

\$ _____

Include the costs for "Production/Procurement" and for "Ordering, Assembly, and Shipping"

(F)

For purposes of Evaluation in Phase 2, the following formula will be used:

$$.80 (D) + .15 (E) + .05 (F) = \text{Cost per Kit}$$

Note: The number of Kits to be produced per year is an estimate to be used solely for the purpose of computing the basic Kit cost, custom kitting, and additional items pricing, as a fair and equitable formula and is not binding on the awarding agency. However, the basic Kit, custom Kit and additional items pricing quoted above by the proposer shall be binding for the term of this Agreement.

ATTACHMENT 4: PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three (3) references of similar types of services performed within the last five years. Do not include CCFC as a reference. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm		
Street Address		
City	State	Zip Code
Contact Person		Telephone Number
Dates of Service		Value or Cost of Service
Brief Description of Service Provided		

REFERENCE 2

Name of Firm		
Street Address		
City	State	Zip Code
Contact Person		Telephone Number
Dates of Service		Value or Cost of Service
Brief Description of Service Provided		

REFERENCE 3

Name of Firm		
Street Address		
City	State	Zip Code
Contact Person		Telephone Number
Dates of Service		Value or Cost of Service
Brief Description of Service Provided		

NOTE TO BIDDERS:

The following 25 pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contract person identified on the cover letter for this RFP.

STANDARD AGREEMENT (213)

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

CCFC 6909

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

California Children and Families Commission (CCFC)

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount \$
Of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Attachment I, Detail Scope of Work

Exhibit 1, Kit Specifications

Exhibit 1A, Infant Toothbrush

Exhibit 2, County Custom Kit Items

Exhibit B – Budget Detail and Payment

Attachment I, Cost Proposal

* Exhibit C – General Terms and Conditions

GT0103
(Number)

01/01/03
(Dated)

Exhibit D – Special Terms and Conditions

Exhibit E – Additional Provisions

Exhibit F – Staff Resumes

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*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Children and Families Commission

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerri Dale, Chief Deputy Director

ADDRESS

501 J Street, Suite 530, Sacramento, CA 95814

☐ Exempt per

**ATTACHMENT I
(Detailed Scope of Work)**

Scope of Work

The proposer agrees to produce and/or procure the components as listed in Exhibit 1 of the Sample Contract; take orders, assemble orders, and ship single and multiple orders for basic or custom Kits from individuals and organizations; maintain allocation and inventory records, provide inventory planning to prevent being out-of-stock on any items, and provide oral and written reports to CCFC personnel. The proposer agrees to kit up to five "Custom Kit" items for any county Commission who wants to customize its Kits.

In addition, the proposer agrees to alter Kit components upon directions from CCFC personnel in future years. A content review of the Kit components was completed in fall 2004, resulting in the current combination of components. Kit evaluation is an ongoing process and as CCFC staff determines changes or updates, there may be recommendations to the CCFC for alterations or changes to the Kit contents, which could result in additional or different Kit components in the second or third years of the contract.

CCFC reserves the right not to initiate certain activities under this proposal and reserves the right not to contract for all items or all Kits identified in this RFP. Proposer agrees to meet with CCFC personnel upon their request.

1. Production and/or Procurement

All components of the Kit for New Parents (See Exhibit 1 of the Sample Contract) must be produced and/or procured by the proposer. All specifications as identified must be followed unless changes are pre-approved by CCFC personnel. For each year of the contract, CCFC anticipates the production of Kits broken into the approximate distribution below:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
English	200,000	200,000	200,000
Spanish	150,000	150,000	150,000
Korean	22,000	2,200	2,200
Vietnamese	35,000	3,500	3,500
Chinese	60,000	6,000	6,000

The bid price must apply, regardless of the volume actually ordered and produced.

Proposer must agree to:

- a. Monitor quality and consistency of production of basic Kit components, including review of all materials and proofs for correctness and agreement with order specifications.
- b. Oversee production, including delivery of proofs to appropriate CCFC personnel for review and final approval prior to production, plus coordinate and complete all corrections.
- c. Provide itemization of Author Alterations (AA's) that may increase costs (Change Order), in writing, to CCFC personnel.
- d. Coordinate press checks with CCFC or authorized agent.
- e. Maintain and archive an electronic copy of each item printed for CCFC, updating the electronic master each time there is a revision to the item. Obtain written authorization for release of CCFC originals to any other requesting agency/office.
- f. Provide warehouse space for a sufficient supply of Kits/components to meet demand and the shipping requirements under the contract.

ATTACHMENT I
(Detailed Scope of Work)

- g. Print or procure DVD or VHS sleeves in all languages approved by the CCFC.
- h. Relinquish to CCFC, upon request, all camera-ready masters, negatives, original artwork, print ready art or copy, electronic copies, etc.
- i. Produce and/or procure components to assemble 100,000 Kits within the first 90 working days from the fully executed date of the agreement.
- j. Make modifications to components or materials, as authorized by CCFC personnel.

2. Ordering, Assembly, and Shipping

Take orders on-line; provide for Kit assembly and shipping; provide inventory management and status reports; provide adequate space to assemble and store completed Kits, Kit components and related products until shipped; coordinate with CCFC 1-800 line contractor for individual orders; maintain a toll-free customer service line during normal business hours, 8 am to 5 pm Monday through Friday.

Proposer must agree to:

- a. Provide timely and accurate order, inventory, and shipping systems. Provide a computer-based system with at least the following functions: Kit component and final finished Kit product inventory control and planning, accounting functions that are pertinent to this contractual agreement, ordering and allocation management, and fulfillment management.
- b. Provide accurate, timely (weekly, monthly, or ad hoc) reports on any of the information in letter A immediately above for use by CCFC.
- c. Work with CCFC personnel to determine adequate levels of inventory and on the format and information contained in all reports. Provide electronic access to all inventories and shipping system information to CCFC personnel and necessary subcontractors, if needed.
- d. Provide confirmation of custom Kit materials received and inventory for custom Kit materials to each County Commission on a monthly basis.
- e. Provide for assembly of appropriate Kit components in the Kit box in all languages approved by the CCFC, in both basic and custom forms. Assembly of Kit components consists of constructing box; inserting DVDs on parenting issues, spiral-bound booklet, baby book, Parent Guide, VHS request postcard, Healthy Families flyer, Paid Family Leave flyer, Healthy teeth begin at birth brochure, poison control brochure and magnet, the book "What To Do When Your Child Gets Sick", the pamphlet on activities that help prevent obesity in young children, and sealing the box.
- f. Provide an ordering system that uses password-protected on-line ordering capabilities. Send confirmation of accepted or amended orders. Provide an automated tickler that sends changes in order or shipping information to affected clients.
- g. Provide a secure, password-enabled Internet website to allow customers to rapidly access their customer account information, so that each customer can place an order on-line, and see up-to-date account information (in a real-time environment), including 1) allocation, 2) orders received to date, 3) pending orders, 4) shipping dates for past orders, pending orders, and future orders for the remaining fiscal year, 5) special shipping instructions. The website must utilize a compatible platform with the computer-based system addressed in letter A to allow for direct transfer of order information from the web-based ordering system to the computer-based

ATTACHMENT I
(Detailed Scope of Work)

order/fulfillment/distribution systems, with the intent of restricting the key data entry of order information to a single time for each Kit order transaction.

- h. Provide for sufficient number of staff to meet all requirements of the contract regardless of variable order and fulfillment requirements.
- i. Ship all orders within a maximum of 3 working days of receipt of the order, using order receipt date to determine shipping sequence, unless other arrangements are made with CCFC personnel or the county commission placing the order.
- j. Provide tracing and tracking for orders, using UPS, Federal Express and US Postal Service systems, including CASS (Coding Accuracy Support System) for address verification/correction.
- k. Coordinate and maintain a successful working relationship with the subcontractor hired to operate CCFC's 1-800 multi-lingual call center. Volume in calls range from 100 calls to over 35,000 calls a month. Their call staff takes mailing information and language preference information to fulfill individual Kit orders, and transfers callers to other numbers where services offered by CCFC are provided. Successful proposer agrees to coordinate efforts with the call center subcontractor, including, receiving daily electronic reports of individual orders to fill; assisting in resolving calls from customers who report not receiving their order, using weekly tracking reports from the call center contractor regarding single-order customers.

SAMPLE

EXHIBIT 1

Kit Specifications

SAMPLES OF EACH COMPONENT WILL BE AVAILABLE AT THE PRE-PROPOSAL CONFERENCE.

Specifications of Items to be procured:

Baby Board Book: “Puppy and Friends” (Cost of \$0.90 each)

Procure adequate copies for use in the Kit from:

Holtzbrinck Publishers
Farrar, Straus & Giroux, Henry Holt, St. Martin's Press, Tor & Picador USA
175 Fifth Avenue
New York, NY 10010
Nicole Vines
646-307-5444

6 versions of Creative (English, Spanish, Mandarin, Cantonese, Korean, Vietnamese)

Soft-cover book: “What To Do When Your Child Gets Sick” (Cost of \$3.75 each)

Procure adequate copies for use in the Kit from:

Warren Hand
Sales and Marketing
Institute for Healthcare Advancement
501 S. Idaho St.
Suite 300
La Habra, California 90631
www.iha4health.org
562-690-4001 x 205

5 versions of Creative (English, Spanish, Mandarin, Korean, Vietnamese)

Parents Guide: (Cost of \$3.00 each English and Spanish; \$4.25 each for Mandarin, Cantonese, Korean and Vietnamese)

Procure adequate copies for use in the Kit from:

University of California, Berkeley
School of Public Health
Center for Community Wellness
2140 Shattuck Ave., 10th Floor
Berkeley, CA 94704-1210
Russell Hoyle
ph. 510-643-0016

5 versions of Creative (English, Spanish, Mandarin, Korean, Vietnamese)

Product Box (Brief Case Style):

Style Roll end lock front
Size 11-1/16" x 9-9/16" x 3-13/16"
Board stock 200# E flute single faced, #3 white liner
Litho stock 10 pt. C1S
Litho print CMYK + AQ/0
Handle Die cut provision for black plastic handle

6 versions of Creative (English, Spanish, Mandarin, Cantonese, Korean, Vietnamese)

EXHIBIT 1

Booklet:

Size: 6" x 9"
Pages: 80 Pages printed 4cp 2-sides
Text Stock: 60# matte book
Covers Stock: 10 pt. C2S printed 4cp 2-sides
Tab Stock: 80lb. Matte Cover stock 4cp 2 sides
Bindery: Trim, die cut tabs, fold collate, insert tabs, wire-o bind on the 9", carton pack
6 versions of Creative (English, Spanish, Mandarin, Cantonese, Korean, Vietnamese)

VHS request Post Card:

Size: 4 x 6
Text: Black in on 110# white index printed 2 sides
Bindery: Cut to above size
6 versions of Creative (English, Spanish, Mandarin, Cantonese, Korean, Vietnamese)

Poison Control Brochure:

Size: 8.375 x 10.5 flat
Finished 8.375 x 3.5 folded
Color 4/4 plus Aqueous Coating
Stock 7pt coated matte reply card
Convert/Diecut, a slit for Magnet (see below), Score and 3 Panel Fold
5 versions of Creative (English, Spanish, Mandarin, Korean, Vietnamese)

Magnets:

Size: 1.75 x 2.5 finished size
Color: 2/0 2 PMS colors with Polypropylene finish
Stock: 20 mil
Convert: Diecut with rounded corners and arched top
Assembly: Place the magnet into the die cut spot to finish and carton pack
5 versions of Creative (English, Spanish, Mandarin, Korean, Vietnamese)

Oral Health Brochure: "Healthy teeth begin at birth"

Size: 8 1/2 x 11 flat
Finished: 8 1/2 x 3 11/16
Stock: 80# Gloss
Color: 4/4
Convert: Trim and 3-panel fold to finished size.
5 versions of Creative (English, Spanish, Mandarin, Korean, Vietnamese)

Paid Family Leave Brochure:

Size: 8 1/2 x 11 flat
Finished: 8 1/2 x 3 11/16
Stock: 70# Offset – White
Color: Black and 1 PMS – 2 sides
Convert: Trim and 3-panel fold to finished size.
5 versions of Creative (English, Spanish, Chinese, Korean, Vietnamese)

EXHIBIT 1

Healthy Families flyer:

Size: 4" x 9"
Stock: 100# Gloss Cover
Color: 1 PMS - 2 sides with a UV Coating on 1 side
Convert: Trim to size.
5 versions of Creative (English, Spanish, Mandarin, Korean, Vietnamese)

DVD Wallet:

Flat Size: 20-1/8" x 6-1/2"
Finished 5" x 5" x 1/8"
Print 4 cp plus aqueous 1 side
Stock: 10Pt. C1S
Convert: Die Cut, Gatefold, Glue Panels to create a 2-pocket wallet, Carton Pack
6 versions of Creative (English, Spanish, Mandarin, Cantonese, Korean, Vietnamese)

DVD-9 Replication (1 per kit for English and Spanish Kits):

Receive your gold master on DLT or DVD-R
Develop a glass master for each of the 2 DVD's
Replicate required number of DVD's.
Print in up to 4 colors directly on DVD.

DVD-5 Replication (2 per kit for Asian Kits):

Receive your gold master on DLT or DVD-R
Develop a glass master for each of the 2 DVD's
Replicate required number of DVD's.
Print in up to 4 colors directly on DVD.

Oral Health segments from Educational Messaging Services:

Manage the licensing agreement on behalf of CCFC for information provided by EMS for the multimedia pediatric oral health program which EMS distributes to CCFC for VHS video's, DVD, CD and printed material. The firm awarded the contract shall be responsible for keeping track of usage and paying the following fee's to EMS.

\$0.80 for the first 440,000 uses or replications \$0.40 for the next 440,000 uses and replications

\$0.24 for the following 440,000 uses or replications.

Master Pack Shipping Boxes:

Format to be determined

EXHIBIT 1

Series of VHS Videos:

Series of six VHS videos, closed-captioned in sleeves and shrink-wrapped as a set. It is estimated that only 80,000 sets per year (total, not per language) will be required of the 6 languages for individuals who do not own DVD players.

VHS Tapes:

Tape:	Grade A, Virgin Tape
Cassette Cartridge:	Standard VHS videocassette with window, black plastic, all virgin material (no recycled plastic to be used in shell)
Master Form:	Betacam, closed captioned (6 supplied masters in English, Spanish, Mandarin, Cantonese, Korean and Vietnamese)
Copy Format	VHS
Shelf Life:	<u>3 years minimum</u>
Proof:	Required prior to production run
Recording:	SP mode
Length:	
“The First Years Last Forever”	English Run Time: 29:14 minutes
“Ready to Learn”	English Run Time: 23:55 minutes
“Quality Child Care”	English Run Time: 26:53 minutes
“Safe From The Start”	English Run Time: 22:57 minutes
“Your Healthy Baby”	English Run Time: 24:31 minutes
“Discipline”	English Run Time: 27:14 minutes
“The First Years Last Forever”	Spanish Run Time: 29:57 minutes
“Ready to Learn”	Spanish Run Time: 28:29 minutes
“Quality Child Care”	Spanish Run Time: 29:28 minutes
“Safe From The Start”	Spanish Run Time: 27:25 minutes
“Your Healthy Baby”	Spanish Run Time: 26:56 minutes
“Discipline”	Spanish Run Time: 30:39 minutes

Labels Print 4/0 (black plus 3 special Match Spot Colors)

VHS Sleeve:

Flat Size 9-1/4" x 10-15/15"
Stock 14pt. White C1S
Color 4 color process plus aqueous
Artwork Electronic Files provided
Proof: Required within 5 business days after receipt of electronic file
Each Title has its own sleeve (see above)
Bindery Die cut score and glue
Vendor to include travel expense for 2 people to press check on one business day

Assembly

Insert each title into the corresponding sleeve and collate into sets of 6 by language and shrink-wrap. Shrink-wrap must be at least 50-gauge shrink-wrap material. The language version must be clear and identifiable on all packaging materials.

Additional Items that may be produced but do not go into the Kit

Marketing Poster

Size: 16" x 20"
Ink: 4CP/0+ Aqueous
Paper 100# Gloss Book White
Packaging: Kraft wrap in 25's

EXHIBIT 1A

Additional Specifications

Infant Toothbrush Specifications

Oblong circular design to protect against over-insertion into the mouth
Bar across circumference of handle to aid in grasping and manipulation of toothbrush
Soft, multi-tufted rounded and polished bristles
No sharp or protruding edges
Made from FDA approved materials

Activities Pamphlet

5.25" X 8.75" pamphlet, four-color, 80# Gloss Book Paper; saddle-stitch and trim

EXHIBIT 2

County Custom Kit Items

**Customizing Counties as of
7/2006**

County	Customizing Y/N	Custom Components
Alameda	Y	
	499C/511C-0066	Pamphlet, Alameda, Alameda County Resource Guide - Bilingual
	499C-0062	Chart, Alameda, Growth Chart in envelope - English
	499C-0065	Sticker, Alameda, Every Child Counts - English
	511C-0062	Chart, Alameda, Growth Chart - Spanish
	511C-0065	Sticker, Alameda, Cada Nino Cuenta - Spanish
Alpine	N	
Amador	N	
Butte	Y	
	499C-0086	Packet, Butte, Low Cost, No Cost People Services Directory - English
Calaveras	N	
Colusa	N	
Contra Costa	Y	
	499C-0073	Card, Contra Costa, Join Us! Make a Difference for Kids - Bilingual
	499C-0089	Card, Contra Costa, First 5 Contra Costa Creating A Brighter Future - English
Del Norte	N	
El Dorado	N	
Fresno	N	

EXHIBIT 2

Glenn	N	
Humboldt	Y	
	499C-0020	Shirt, Humboldt, T-Shirt - English
	499C-0022	Envelope Pack, Humboldt, Children & Families Commission First 5 Literature Packet - English
	511C-0020	Shirt, Humboldt, T-Shirt - Spanish
	511C-0022	Envelope Pack, Humboldt, Children & Families Commission First 5 Literature Packet - Spanish
Imperial	N	
Inyo	N	
Kern	N	
Kings	N	
Lake	N	
Lassen	N	
Los Angeles	N	
Madera	N	
Marin	N	
Mariposa	N	
Mendocino	N	
Merced	Y	
	499C-0057	Blocks, Merced, Colored Clown Plastic Blocks (6) - English
	499C-0074	Toothbrush, Merced, Plak Smacker Dinosaur Travel Pack

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Modoc	Y	
	499C-0087	Bib, Modoc, Back To Sleep First 5 Modoc - English
	511C-0087	Bib, Modoc, Dormir Boca Arriba First 5 Modoc - Spanish
Mono		
Monterey		
Napa		
Nevada		
Orange	Y	
	499C/511C-0073	Thermometer, Orange, Basic Digital Thermometer
	499C-0080	Manual, Orange, What To Do When Your Child Gets Sick - English
	499C-0081	Pamphlet, Orange, Strong Families Resource Guide - English
	499C-0094	Brochure, Orange, Breastfeeding: For all the right reasons - English
	511C-0080	Manual, Orange, Que Hacer Cuando Su Nino Se Enferme - Spanish
	511C-0081	Pamphlet, Orange, Guia de Recursos Para Familias Fuertes - Spanish
	511C-0094	Brochure, Orange, Dandole a su bebe el pecho: Todas las razones correctas
Placer	N	
Plumas	N	
Riverside	Y	
	499C-0053	Guide, Riverside, Little Steps for New Parents - English
	499C-0054	Envelope Pack, Riverside, Bundle of Literature - English
	499C-0055	Label, Riverside, Look Inside First 5 Riverside - English
	511C-0054	Envelope Pack, Riverside, Bundle of Literature - Spanish
	511C-0055	Label, Riverside, Mire Adentro First 5 Riverside - Spanish
Sacramento	Y	

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	499C/511C-0074	Brochure, Sacramento, Investing in our youngest children NOW - Bilingual
	499C-0001	Velcro Folder, Sacramento, First 5 Sacramento velcro folder with Resource Information - English
	511C-0001	Velcro Folder, Sacramento, Primeros 5 Sacramento velcro folder with Resource Information - Spanish
San Benito	N	
San Bernardino	Y	
	499C/511C-0067	Burp Cloth, San Bernardino, Back To Sleep/Dormir Boca Arriba Burp Cloth - Bilingual
San Diego	Y	
	499C-0077	Pre-assembled Packet, San Diego, Clear Plastic Bag w/ Literature and Clip - English
	499C-0082	Flyer, San Diego, Regional Perinatal Systems Phone Number Change (blue) - Eng
	511C-0077	Pre-assembled Packet, San Diego, Clear Plastic Bag w/ Literature and Clip - Spanish
	511C-0082	Flyer, San Diego, El numero de telefono de Regional Perinatal System ha cambiado (pink) - Spanish
San Francisco	N	
San Joaquin		
	499C/511C-0068	Bag, San Joaquin, First 5 San Joaquin Blue Bag
San Luis Obispo	N	
San Mateo	Y	
	499C/511C-0070	Pouch, San Mateo, Child I.D. Kit
	499C/511C-0071	Toothbrush, San Mateo, Infant-Toddler Safety Toothbrush
	499C-0091	Label, San Mateo, Felicidades Sticker (in Spanish, but for English Kits) - English
	499C-0092	Book, San Mateo, Community Information Handbook 2006 - English
	511C-0090	Guide, San Mateo, Guia De Recursos Comunitarios - Spanish
	511C-0091	Toothbrush, San Mateo, Blue Safety Toothbrush - Spanish
Santa Barbara	N	
Santa Clara	Y	
	499C-0075	Packet, Santa Clara, Colored Plastic Envelope w/ Toothbrush and Pamphlets - Eng

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	511C-0075	Packet, Santa Clara, Colored Plastic Envelope w/ Toothbrush and Pamphlets - Spanh
Santa Cruz	Y	
	499C-0040	Envelope Pack, Santa Cruz, Bundle of Literature - English
	511C-0040	Envelope Pack, Santa Cruz, Bundle of Literature - Spanish
Shasta	Y	
	499C-0078	Pre-assembled Envelope, Shasta, White Envelope w/ Literature - English
	511C-0078	Pre-assembled Envelope, Shasta, White Envelope w/ Literature - Spanish
Sierra	N	
Siskiyou	N	
Solano	Y	
	499C/511C-0069	Auto Sun Shade, Solano, First 5 Solano It's All About The Kids
	499C-0019	Card, Solano, Access Laminated Card w/phone numbers - English
	499C-0088	Onesie, Solano, Tummy-to-Play First 5 Solano - English
	511C-0019	Card, Solano, Access Laminated Card w/phone numbers - Spanish
	511C-0088	Onesie, Solano, Boca Abajo para Jugar First 5 Solano - Spanish
Sonoma	Y	
	499C-0076	Pre-assembled Packet, Sonoma, White Plastic Bag w/ Literature - English
	499C-0079	Tri-Fold Brochure, Sonoma, Families First, For First-Time Parents in Sonoma County - English
	511C-0076	Pre-assembled Packet, Sonoma, White Plastic Bag w/ Literature - Spanish
	511C-0079	Tri-Fold Brochure, Sonoma, Las Familias son Primero - Visitas Gratis - Spanish
Stanislaus	N	
Sutter	N	
Tehema	N	
Trinity	N	

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Tulare	N	
Tuolumne	Y	
	499C-0083	Guide, Tuolumne, Resource Directory for Family Service in Tuolumne County - Eng
	499C-0084	Video, Tuolumne, Window of Opportunity - Reducing Children's Exposure to Violence - English
	499C-0085	Guide, Tuolumne, What To Do When Your Child Gets Sick - English
Ventura	Y	
	499C-0067	Window Shade, Ventura, Mesh Side Window Shade
Yolo	Y	
	499C-0042	Assy, Yolo, Bag with Medicine Spoon & Outlet Plugs - English
	499C-0043	Envelope Pack, Yolo, Literature Pack - English
	511C-0042	Assy, Yolo, Bag with Medicine Spoon & Outlet Plugs - Spanish
	511C-0043	Envelope Pack, Yolo, Literature Pack - Spanish
Yuba	N	

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment I, titled Cost Proposal, which is attached hereto and made a part of this Agreement.

Eighty percent (80%) of the invoice payment will be made based on the invoice detail. The remaining twenty percent (20%) will be paid to the Contractor upon verification that all Kit orders for the preceding month were shipped subject to the term II. I. in the Scope of Work unless verification is waived by CCFC personnel. Term II. I. states, "Ship all orders within 3 working days of receipt of the order, using order receipt date to determine shipping sequence, unless other arrangements are made with CCFC personnel or the county commission placing the order."

- B. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

First 5 California Children and Families Commission
Attention: Sandy Beck
501 J Street, Suite 530
Sacramento, CA 95814
(916) 323-0056

- C. If an invoice is disputed, the Contractor will be notified within seven (7) working days of receipt of the invoice. The Contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to CCFC.
- D. For all expenses claimed, each invoice shall include all documents necessary to support the charges.

2. Budget Contingency Clause

- A. This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Agreement in any manner.
- B. Contractor understands and agrees that this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or the California Children and Families Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any

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other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Travel Reimbursement

CCFC agrees to reimburse authorized travel and per diem expenses incurred in the performance of services being provided to CCFC. Any necessary travel will NOT exceed State rates and be in accordance with current Department of Personnel Administration (DPA), Section 599.619. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on State travel forms. NO travel outside California will be reimbursed without PRIOR written authorization from CCFC. Any invoices submitted without this referenced information may be returned to the Contractor for further re-processing.

**ATTACHMENT I
COST PROPOSAL**

(TO BE ADDED UPON AWARD OF THE AGREEMENT)

SAMPLE

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Conflict of Interest

- A. The State intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. If the State becomes aware of a known or suspected conflict of interest, the Contractor or subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor or subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

3. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with California Children and Families Commission, Executive Director within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

4. Subcontractors and Vendors

- A. As used in this Agreement, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.
- B. No portion of this work under this Agreement may be subcontracted by the Contractor without the express written consent of CCFC. CCFC's acceptance of the subcontractor shall be contingent upon the review and approval of the final written subcontract and the subcontractor's Conflict of Interest Certificate. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The

EXHIBIT D
(Standard Agreement)

Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

7. Confidentiality

- A. All data and information related to CCFC operations, which are designated confidential by CCFC or developed by the Contractor and deemed confidential by CCFC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CCFC paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes, and will be held liable under said state and federal statutes.
- C. The Contractor and all subcontractors shall immediately notify CCFC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless CCFC authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. Lobbying, Political Activities, and Politicians

- A. The Contractor shall not use Agreement funds for direct or indirect lobbying.
 - (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
 - (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.
- B. The Contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.
- C. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Contractor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly

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(Standard Agreement)

represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

9. News Releases and Publicity

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CCFC.

10. Termination for Convenience

CCFC retains the option to terminate this Agreement without cause at CCFC's convenience, provided that written notice has been delivered to the Contractor at least thirty (30) days prior to such termination date. If CCFC terminates this Agreement at its convenience, the Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by the Contractor (hereinafter referred to as "the notice date"). In such event, at the request of CCFC, the Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or works in progress on the termination date. The Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless the Contractor receives written advance approval from the State. Any services or deliverables for which the Contractor is paid which are provided according to the procedures in this paragraph shall become the property of CCFC.

11. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all of the following:

- A. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section;
- D. Upon the effective date of termination of the Agreement and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations, Agreement, and arrangements with owners of media/PR materials, or others, and shall make available to the State all written information regarding the State's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment;
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which the State has or may acquire an interest.

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(Standard Agreement)

12. Contractor Name Change

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

SAMPLE

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Copyrights and Ownership of Products

- A. The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all Products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all Products created, provided, or developed under this Agreement, whether or not published or produced, belongs to the State from the moment of creation.
- B. The State retains all rights to use, reproduce, distribute, or display any Products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement Products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- C. At any time the Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the Agreement to include language granting the State the copyright for any Products created, provided, developed, or produced under the Agreement and ownership of any Products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any Products for which the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such Products in any manner for governmental purposes and to have or permit others to do so.
- D. All Products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of CCFC. This notice shall be placed prominently on Products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "California Children and Families Commission". When space does not permit, and with advance approval of CCFC Contract Manager or his/her designee, "California Children and Families Commission" may be abbreviated "CCFC".

2. Rights in Data

Notwithstanding any other provision of this Agreement or its Exhibits, Contractor and CCFC understand and agree that the provision entitled "Copyrights and Ownership of Products" governs all ownership right to data files and databases.

3. Release of Products

The Contractor shall not release or disclosed any products created, produced, or developed pursuant to this Agreement to any person, except to contractor personnel, subcontractors, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the products. Products include, but are not limited to, drafts or works in progress. The Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

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4. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

5. Acknowledgements

- A. Contractor shall acknowledge the support of the California Children and Families Commission when publicizing/publishing the work performed under this Agreement.
- B. Works developed with the Agreement funds shall contain an acknowledgement of the use of Proposition 10 funds in the development of materials. The CCFC reserves the right to direct Contractor to include a disclaimer that the contents do not necessarily reflect the position or policy of the CCFC.

6. Pre-Approvals

- A. All major media contact associated with this agreement must be pre-approved by the CCFC.
- B. Creation of Advisory Committees must be pre-approved by the CCFC.
- C. Criteria for the selection of Advisory Committee members must be pre-approved by the CCFC.
- D. Process for and criteria for selection of participating counties or subcontractors must be pre-approved by the CCFC.
- E. Out of State travel not approved in the original Budget and/or Scope of Work must be pre-approved for reimbursement.
- F. Participation in conferences or workshops related to this project and/or presentations related to this project, at conferences or workshops, must be submitted to and received by the CCFC Contracts Manager for review and written comment at least fourteen (14) days before the release of said presentations. Similarly, articles for publication associated with this agreement must be submitted to the CCFC.
- G. The evaluation plan and its design must be pre-approved by the CCFC.
- H. All county commission surveys must be pre-approved by the CCFC.
- I. All changes in professional project personnel must be pre-approved by the CCFC.

7. Annual and Final Program Evaluation Report

- A. The Contractor must submit an Annual Progress Report to CCFC no later than September 15 of each year, for Agreement work performed during the previous State Fiscal Year (July 1 - June 30). The report shall be developed using the **CCFC Annual Program Evaluation Guidelines** (available at www.ccfc.ca.gov <<http://www.ccfc.ca.gov>>) or other guidelines provided by CCFC to describe items such as, the progress toward, and the achievement of, program goals and objectives, and the measurement of specific results through appropriate reliable indicators (Health and Safety Code Section 130150). Unless CCFC specifies otherwise, the Annual Progress Report should be aligned with the "Results" adopted by the CCFC. View at www.ccfc.ca.gov <<http://www.ccfc.ca.gov>>.

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- B. The Contractor must submit an Interim Status Report no later than February 15, for Agreement work performed between July 1 and December 31 of the prior year. In addition, the contractor must submit a Final report to CCFC with submission of the final invoice after the end of the contract period, using the **Final Program Evaluation Report Guidelines** (available at www.ccfc.ca.gov <<http://www.ccfc.ca.gov>>) or other guidelines provided by CCFC and shall at a minimum, describe program highlights, evaluation findings, whether the intended results were achieved, as well as final budget and expenditures.

8. Equipment Purchased with State Funds

Any equipment or software acquired for the purpose of performing the contracted services will be acquired by the Contractor with approval from CCFC. Further, the contractor agrees to retain title, ownership, and control of such acquisitions, and CCFC will take no interest in such equipment after performance is completed and the Agreement is terminated.

9. Disabled Veteran Business Enterprise Requirements

The Contractor agrees to provide verification, in a form agreed to by the State, that DVBE subcontractor participation under this Agreement is in compliance with the goals specified at the time of award of the contract, or with any subsequent amendment. At the request of CCFC, the Contractor agrees to provide a list of invoices, dates paid, and amounts paid to the DVBE subcontractor's.

10. Right to Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

11. Forced, Convict, and Indentured Labor

"No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the contract."

This requirement does not apply to public works contracts.

12. Workers' Compensation

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.